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TARGET CORPORATION

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7  
8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11 DORA SAMANO,

12 Plaintiff,

13 vs.

14 TARGET CORPORATION, BCI COCA-  
COLA BOTTLING COMPANY OF LOS  
15 ANGELES, THE COCA-COLA COMPANY,

16 Defendants.  
17

BCI COCA-COLA BOTTLING COMPANY  
18 OF LOS ANGELES,

19 Cross-Complainant,

20 vs.

21 TARGET CORPORATION, and DOES 1  
through 25, inclusive,

22 Defendants.  
23

Case No.: 5:10-cv-05285-PSG

**STIPULATED PROTECTIVE ORDER**

24  
25 1. PURPOSES AND LIMITATIONS

26 Disclosure and discovery activity in this action are likely to involve production of  
27 confidential, proprietary, or private information for which special protection from public  
28 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

1 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
2 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
3 all disclosures or responses to discovery and that the protection it affords from public disclosure  
4 and use extends only to the limited information or items that are entitled to confidential treatment  
5 under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,  
6 below, that this Stipulated Protective Order does not entitle them to file confidential information  
7 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards  
8 that will be applied when a party seeks permission from the court to file material under seal.

9       2.     DEFINITIONS

10       2.1    Challenging Party: a Party or Non-Party that challenges the designation of  
11 information or items under this Order.

12       2.2    "CONFIDENTIAL" Information or Items: information (regardless of how it is  
13 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
14 of Civil Procedure 26(c).

15       2.3    Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
16 as their support staff).

17       2.4    Designating Party: a Party or Non-Party that designates information or items that it  
18 produces in disclosures or in responses to discovery as "CONFIDENTIAL."

19       2.5    Disclosure or Discovery Material: all items or information, regardless of the  
20 medium or manner in which it is generated, stored, or maintained (including, among other things,  
21 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
22 responses to discovery in this matter.

23       2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to  
24 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
25 consultant in this action.

26       2.7    House Counsel: attorneys who are employees of a party to this action. House  
27 Counsel does not include Outside Counsel of Record or any other outside counsel.

28       2.8    Non-Party: any natural person, partnership, corporation, association, or other legal

1 entity not named as a Party to this action.

2       2.9     Outside Counsel of Record: attorneys who are not employees of a party to this  
3 action but are retained to represent or advise a party to this action and have appeared in this action  
4 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

5       2.10    Party: any party to this action, including all of its officers, directors, employees,  
6 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

7       2.11    Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
8 Material in this action.

9       2.12    Professional Vendors: persons or entities that provide litigation support services  
10 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
11 storing, or retrieving data in any form or medium) and their employees and subcontractors.

12       2.13    Protected Material: any Disclosure or Discovery Material that is designated as  
13 “CONFIDENTIAL.”

14       2.14    Receiving Party: a Party that receives Disclosure or Discovery Material from a  
15 Producing Party.

16       3.     SCOPE

17       The protections conferred by this Stipulation and Order cover not only Protected Material  
18 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
19 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
20 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
21 However, the protections conferred by this Stipulation and Order do not cover the following  
22 information: (a) any information that is in the public domain at the time of disclosure to a  
23 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a  
24 result of publication not involving a violation of this Order, including becoming part of the public  
25 record through trial or otherwise; and (b) any information known to the Receiving Party prior to  
26 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained  
27 the information lawfully and under no obligation of confidentiality to the Designating Party. Any  
28 use of Protected Material at trial shall be governed by a separate agreement or order.

1           4.       DURATION

2           Even after final disposition of this litigation, the confidentiality obligations imposed by this  
3 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
4 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims  
5 and defenses in this action, with or without prejudice; and (2) final judgment herein after the  
6 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
7 including the time limits for filing any motions or applications for extension of time pursuant to  
8 applicable law.

9           5.       DESIGNATING PROTECTED MATERIAL

10          5.1      Exercise of Restraint and Care in Designating Material for Protection. Each Party  
11 or Non-Party that designates information or items for protection under this Order must take care to  
12 limit any such designation to specific material that qualifies under the appropriate standards. The  
13 Designating Party must designate for protection only those parts of material, documents, items, or  
14 oral or written communications that qualify – so that other portions of the material, documents,  
15 items, or communications for which protection is not warranted are not swept unjustifiably within  
16 the ambit of this Order.

17          Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
18 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
19 unnecessarily encumber or retard the case development process or to impose unnecessary expenses  
20 and burdens on other parties) expose the Designating Party to sanctions.

21          If it comes to a Designating Party's attention that information or items that it designated for  
22 protection do not qualify for protection, that Designating Party must promptly notify all other  
23 Parties that it is withdrawing the mistaken designation.

24          5.2      Manner and Timing of Designations. Except as otherwise provided in this Order  
25 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
26 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
27 designated before the material is disclosed or produced.

28          Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic documents, but  
2 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
3 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a  
4 portion or portions of the material on a page qualifies for protection, the Producing Party also must  
5 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

6 A Party or Non-Party that makes original documents or materials available for inspection  
7 need not designate them for protection until after the inspecting Party has indicated which material  
8 it would like copied and produced. During the inspection and before the designation, all of the  
9 material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting  
10 Party has identified the documents it wants copied and produced, the Producing Party must  
11 determine which documents, or portions thereof, qualify for protection under this Order. Then,  
12 before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL”  
13 legend to each page that contains Protected Material. If only a portion or portions of the material  
14 on a page qualifies for protection, the Producing Party also must clearly identify the protected  
15 portion(s) (e.g., by making appropriate markings in the margins).

16 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
17 Designating Party identify on the record, before the close of the deposition, hearing, or other  
18 proceeding, all protected testimony.

19 (c) for information produced in some form other than documentary and for any other  
20 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
21 or containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a  
22 portion or portions of the information or item warrant protection, the Producing Party, to the extent  
23 practicable, shall identify the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
25 designate qualified information or items does not, standing alone, waive the Designating Party’s  
26 right to secure protection under this Order for such material. Upon timely correction of a  
27 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
28 in accordance with the provisions of this Order.

1           6.       CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           6.1       Timing of Challenges. Any Party or Non-Party may challenge a designation of  
3 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
5 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
6 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
7 original designation is disclosed.

8           6.2       Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
9 by providing written notice of each designation it is challenging and describing the basis for each  
10 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
11 recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
12 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
13 begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
14 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
15 Party must explain the basis for its belief that the confidentiality designation was not proper and  
16 must give the Designating Party an opportunity to review the designated material, to reconsider the  
17 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
18 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
19 has engaged in this meet and confer process first or establishes that the Designating Party is  
20 unwilling to participate in the meet and confer process in a timely manner.

21           6.3       Judicial Intervention. If the Parties cannot resolve a challenge without court  
22 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
23 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of  
24 the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer  
25 process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied  
26 by a competent declaration affirming that the movant has complied with the meet and confer  
27 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a  
28 motion including the required declaration within 21 days (or 14 days, if applicable) shall

1 automatically waive the confidentiality designation for each challenged designation. In addition,  
2 the Challenging Party may file a motion challenging a confidentiality designation at any time if  
3 there is good cause for doing so, including a challenge to the designation of a deposition transcript  
4 or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a  
5 competent declaration affirming that the movant has complied with the meet and confer  
6 requirements imposed by the preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the Designating  
8 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
9 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
10 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file  
11 a motion to retain confidentiality as described above, all parties shall continue to afford the  
12 material in question the level of protection to which it is entitled under the Producing Party's  
13 designation until the court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
16 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
17 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
18 the categories of persons and under the conditions described in this Order. When the litigation has  
19 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a location and in  
22 a secure manner that ensures that access is limited to the persons authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
24 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
25 information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
27 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
28 information for this litigation and who have signed the "Acknowledgment and Agreement to Be

1 Bound” that is attached hereto as Exhibit A;

2 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
3 Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
6 reasonably necessary for this litigation and who have signed the “Acknowledgment and  
7 Agreement to Be Bound” (Exhibit A);

8 (d) the court and its personnel;

9 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,  
10 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who  
11 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
13 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
14 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed  
15 deposition testimony or exhibits to depositions that reveal Protected Material must be separately  
16 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
17 Stipulated Protective Order.

18 (g) the author or recipient of a document containing the information or a custodian or  
19 other person who otherwise possessed or knew the information.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
21 OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation that  
23 compels disclosure of any information or items designated in this action as “CONFIDENTIAL,”  
24 that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification shall include a  
26 copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order to issue in  
28 the other litigation that some or all of the material covered by the subpoena or order is subject to



1 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;  
2 and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
4 Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
6 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
7 before a determination by the court from which the subpoena or order issued, unless the Party has  
8 obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
9 expense of seeking protection in that court of its confidential material – and nothing in these  
10 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
11 disobey a lawful directive from another court.

12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
13 THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced by a Non-Party in  
15 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
16 connection with this litigation is protected by the remedies and relief provided by this Order.  
17 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
18 additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
20 Party’s confidential information in its possession, and the Party is subject to an agreement with the  
21 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

22 1. promptly notify in writing the Requesting Party and the Non-Party that  
23 some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

24 2. promptly provide the Non-Party with a copy of the Stipulated Protective  
25 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of  
26 the information requested; and

27 3. make the information requested available for inspection by the Non-Party.

28 (c) If the Non-Party fails to object or seek a protective order from this court within 14

1 days of receiving the notice and accompanying information, the Receiving Party may produce the  
 2 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely  
 3 seeks a protective order, the Receiving Party shall not produce any information in its possession or  
 4 control that is subject to the confidentiality agreement with the Non-Party before a determination  
 5 by the court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall bear the burden and  
 6 expense of seeking protection in this court of its Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
 9 Protected Material to any person or in any circumstance not authorized under this Stipulated  
 10 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party  
 11 of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
 12 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made  
 13 of all the terms of this Order, and (d) request such person or persons to execute the  
 14 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
 16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
 18 produced material is subject to a claim of privilege or other protection, the obligations of the  
 19 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision  
 20 is not intended to modify whatever procedure may be established in an e-discovery order that  
 21 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence  
 22 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a  
 23 communication or information covered by the attorney-client privilege or work product protection,  
 24 the parties may incorporate their agreement in the stipulated protective order submitted to the  
 25 court.

26  
 27 <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of  
 28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its  
 confidentiality interests in this court.

1           12.    MISCELLANEOUS

2           12.1   Right to Further Relief. Nothing in this Order abridges the right of any person to  
3 seek its modification by the court in the future.

4           12.2   Right to Assert Other Objections. By stipulating to the entry of this Protective  
5 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
6 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
7 Party waives any right to object on any ground to use in evidence of any of the material covered by  
8 this Protective Order.

9           12.3   Filing Protected Material. Without written permission from the Designating Party  
10 or a court order secured after appropriate notice to all interested persons, a Party may not file in the  
11 public record in this action any Protected Material. A Party that seeks to file under seal any  
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
13 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
14 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing  
15 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled  
16 to protection under the law. If a Receiving Party's request to file Protected Material under seal  
17 pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the  
18 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed  
19 by the court.

20           13.    FINAL DISPOSITION. Within 60 days after the final disposition of this action, as  
21 defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing  
22 Party or destroy such material. As used in this subdivision, "all Protected Material" includes all  
23 copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of  
24 the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving  
25 Party must submit a written certification to the Producing Party (and, if not the same person or  
26 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
27 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the  
28 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other

1 format reproducing or capturing any of the Protected Material. Notwithstanding this provision,  
2 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
3 and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
4 reports, attorney work product, and consultant and expert work product, even if such materials  
5 contain Protected Material. Any such archival copies that contain or constitute Protected Material  
6 remain subject to this Protective Order as set forth in Section 4 (DURATION).

7  
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9  
10 DATED: April 14, 2011

SOUTHWEST LAW CENTER

11  
12 By: /S/  
13 ANTHONY R. LOPEZ, JR., ESQ.  
14 Attorneys for Plaintiff DORA SAMANO

15 DATED: April 18, 2011

RIMAC & MARTIN

16  
17 By: /S/  
18 MATTHEW A. HICKEY, ESQ.  
19 Attorneys for Cross-Complainant BCI COCA-  
20 COLA BOTTLING COMPANY OF LOS  
ANGELES

21 DATED: April 18, 2011

22 BOORNAZIAN, JENSEN & GARTHE  
A Professional Corporation

23  
24 By: /S/  
25 GAIL C. TRABISH, ESQ.  
26 Attorneys for Defendant/Cross-  
Defendant  
27 TARGET CORPORATION  
28

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: April 26, 2011

  
\_\_\_\_\_  
PAUL SINGH GREWAL  
United States Magistrate Judge

26584\537590

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
 understand the Stipulated Protective Order that was issued by the United States District Court for  
 the Northern District of California on \_\_\_\_\_ [date] in the case of BCI COCA-  
 COLA BOTTLING COMPANY OF LOS ANGELES vs. TARGET CORPORATION, USDC  
 Case No. C10-05285 PSG. I agree to comply with and to be bound by all the terms of this  
 Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
 not disclose in any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective  
 Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and telephone number]  
 as my California agent for service of process in connection with this action or any proceedings  
 related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
 [printed name]

Signature: \_\_\_\_\_  
 [signature]

**PROOF OF SERVICE BY MAIL  
(C.C.P. SECTIONS 1013(a) -2015.5)**

I am employed in the County of Alameda, State of California. I am over the age of 18 years and not a party to the within action. My business address is 555 12th Street, Suite 1800, Oakland, California 94607.

I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. On the date indicated below, at the above-referenced business location, I sealed envelopes, enclosing a copy of the **STIPULATED PROTECTIVE ORDER**, addressed as shown below, and placed them for collection and mailing following ordinary business practices to be deposited with the United States Postal Service on the date indicated below:

Anthony R. Lopez, Jr., Esq.  
SOUTHWEST LAW CENTER  
22440 Clarendon Street, Suite 200  
Woodland Hills, CA 91376  
Tel: 818-591-4300  
Fax: 818-591-4315

**Attorneys for Plaintiff  
DORA SAMANO**

Anna M. Martin, Esq.  
Matthew A. Hickey, Esq.  
RIMAC & MARTIN  
1051 Divisadero St  
San Francisco, CA 94115  
Tel.: (415) 561-8440  
Fax: (415) 561-8430

**Attorneys for Defendant  
BCI Coca Cola Bottling Company of Los Angeles**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California, on April 6, 2011.

\_\_\_\_\_  
/S/  
Brenda J. Bruessard